



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



REQUEST FOR QUOTATION

ADOT SOLICITATION REFERENCE NUMBER: **T07-49-00004**

Commodity Code: **0918-0012, 0069 ; 0924-0019 ; 0953-0056**

Description: **SPR 571 - Cost of Risk Study**

DUE DATE: April 20, 2007

at 5:00 P.M. MST

DATE POSTED: **March 20, 2007**

PRE-BID CONFERENCE: **Not Applicable**

Submittal Location: Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: Karie Ingles, CPPB
E-mail: kingles@azdot.gov

Phone: (602) 712-8505

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR. This shall not limit competition for individuals or non-small entities who wish to apply.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

TABLE OF CONTENTS

PAGE

Title Page	1
Section 1.0, Statement of Need	2
Section 2.0, Uniform Terms and Conditions	4
Section 3.0, Special Terms and Conditions	4
Section 4.0, Uniform Instructions to Offerors	8
Section 5.0, Special Offer Submittal Instructions	8
Attachment 1 – Offer and Contract Award	11
Attachment 2 – Price Sheet	12
Attachment 3 – Offeror's References	13
Attachment 4 – State of Arizona Substitute W-9 Form	14

1.0 **Statement of Need**

The Arizona Department of Transportation (ADOT), Transportation Planning Division (TPD), Arizona Transportation Research Center (ATRC), hereinafter referred to as ADOT or the Department, has a need for a firm or individual (hereinafter referred to as the Contractor) to research and evaluate options for reducing ADOT's legal liability costs.

1.1 **Problem Description**

The Arizona Department of Transportation is charged with the job of designing, building, and maintaining the State's highway system. In the course of pursuing this responsibility, the agency seeks ways to make the best use of its resources through appropriate cost reduction efforts. Unfortunately, insurance premiums are a notable portion of ADOT's expenses and they have risen significantly over the last decade. The ensuing cost of risk has been driven up accordingly.

1.2 **Project Objectives**

- 1.2.1 The objective of this research is to determine the annual cost of risk to ADOT and to compare it with that of other state transportation agencies. The cost of risk is a national benchmark consisting of the cost of all insurance (liability, workers' compensation, property), the cost of uninsured claims, the cost of loss prevention and the cost of administration.
- 1.2.2 The research should determine how well ADOT compares with other states and how other states contain the cost of risk. This data will aid in evaluating current Arizona practices.

1.3 **Approach and Work Plan**

- 1.3.1 The following work tasks are intended to provide a framework for conducting the research and are considered to be the minimum tasks to be performed.
- 1.3.2 Task 1: The Contractor shall present an outline of a work plan. Intermediate deliverables shall be identified in the work plan and any progress payments associated with these deliverables shall be specified. The Technical Advisory Committee (TAC) will review the scope of work and work plan. At this time, any revisions needed shall be made. **Deliverable:** A work plan acceptable to the TAC.
- 1.3.3 Task 2 Provide ADOT's annual cost of risk to the other forty-nine state DOTs along with exposure base information (e.g. the number of lane miles of roads) and the basic structure of the legal system within Arizona so as to take into account varying responses.
- 1.3.4 Task 3 Design an instrument to convey ADOT's cost of risk and for collecting the necessary information from the other state's transportation agencies. The contractor will analyze this data upon receipt so that a valid comparison can be made between ADOT and the other forty-nine state DOTs. **Deliverable:** Document the instrument, collected information, and analysis results in a manner that is acceptable to the TAC and which shall be suitable for inclusion in the final report.
- 1.3.5 Task 4: Compare data with that of the states transportation agencies responding to the survey as well as to any national average that may be available.
- 1.3.6 Task 5 Submit a Project Final Report and a four-page Research Note to ATRC. The Final Report shall contain the data and explanatory narrative sufficient to document the Project goals, scope, methods used in the research, activities and issues, results, recommendations and all other requirements specified in this Solicitation. The Final Report shall include suggestions on how to implement recommendations made. Electronic copies of the Final Report shall be provided in mutually agreed upon formats. The Final Report shall conform to the version of the ATRC document, Guidelines for Preparing ATRC Research Reports, which is in effect at the time this Contract is executed. At Contractor's request ATRC will provide

Contractor a printed or electronic copy of the Guidelines or the document may be found on the Internet at:
<http://www.azdot.gov/TPD/ATRC/Publications/guidelines.asp>

- 1.3.6.1 The four-page Research Note serves as an executive summary for the project. It must be written in a concise manner with an emphasis on the research need, project goals, and key results, conclusions and recommendations. ATRC will provide format samples and guidelines for this document, which will be both printed and posted on the Internet. Contractor is responsible for correction of deficiencies in the Final Report that are identified by the Project's Technical Advisory Committee, the Federal Highway Administration or ATRC. The Project is not considered complete until Report deficiencies are corrected. Contractor should include report preparation and revisions as part of the work scope for this Solicitation. **Deliverable:** A final report and a four-page research note that is acceptable to the TAC, Federal Highway Administration (FHWA) and ATRC.

- 1.3.7 **Task 6:** Provide a brief presentation to the Research Council or another audience designated by the TAC. This presentation shall include such visual aids (Microsoft PowerPoint is preferred) as necessary or useful in portraying the information content of the research. Copies of the final report and any handouts of other information shall be distributed to members of the Research Council at this presentation. **Deliverable:** A final oral presentation that is acceptable to the TAC.

1.4 Contractor Responsibilities

- 1.4.1 Conduct the research in accordance with ATRC guidelines. These guidelines can be found at <http://www.azdot.gov/TPD/ATRC/research/Guidelines.asp>. Copies of previously published ATRC reports illustrating the type of final product required can be found at http://www.azdot.gov/TPD/ATRC/Publications/project_reports/index.asp.
- 1.4.2 Respect the confidentiality of the Department's data—using any confidential information solely for the purposes of this research project. No data or reports shall be released to entities not directly involved with the Project without the express prior written approval of ADOT. All media contacts prior to the publication of the final report for the Project, and directly related to the Project, shall be coordinated by ADOT.
- 1.4.3 Submit periodic progress reports that summarize work to date and include a copy of appropriate deliverables (for example, bibliographies, research notes, partially completed text, tables or graphics). Frequency of progress reports shall be determined and mutually agreed upon at the time the work plan is approved.
- 1.4.4 Submit invoices for payment purposes. These invoices shall accompany the periodic progress reports and shall be for amounts commensurate with the deliverables of the project. The Project Manager shall provide sample format for invoices.

1.5 TAC Responsibilities

- 1.5.1 Provide guidance to the project by making timely responses to any relevant questions posed by the Contractor.
- 1.5.2 Assist in obtaining access to any official data, records, or information needed for the research.
- 1.5.3 Review progress reports in a timely manner to provide feedback and ensure that the project stays on course.
- 1.5.4 Review and approve (if satisfactory) the final report.
- 1.5.5 Provide reasonable assistance in the oral presentation to the Research Council or other designated audience.
- 1.5.6 Make the best effort to implement recommendations that would be beneficial to the Department or other government agencies and/or the traveling public.

1.6 Project Manager Responsibilities

The Project Manager shall provide general direction as necessary and be responsible for all decisions pertaining to the work on this project, including processing invoices and reporting progress to the TAC.

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <http://www.azeps.az.gov/PoliciesDocuments/index.htm> or contact Karie Ingles at (602) 712-8505.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 Contract Term and Funding Limitation

The term of any resultant contract shall commence upon contract execution and shall continue for twelve (12) months unless terminated, cancelled or extended as otherwise provided herein. Total compensation under this contract shall not exceed \$40,000.00.

3.2 Contract Extension

3.2.1 The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

3.2.2 In addition, by mutual written agreement, any resultant contract may be extended up to a maximum of forty-eight (48) months.

3.3 Method of Payment

3.3.1 All project invoices are paid at 90% of the billed amount. The remaining 10% is withheld until final completion of the project. Payment is made based upon the deliverables identified and completed. The Department reserves the right to withhold payment in the event that adequate documentation of satisfactory progress toward completion of the project has not been received. The Project Manager shall be the judge of the adequacy of documentation and whether progress on the project is satisfactory.

3.3.2 The Contractor shall submit invoices for services rendered to the address as follows:

3.3.2.1 Arizona Department of Transportation,
Transportation Research Center Department (Mail Drop 075R)
2739 E. Washington Street
Phoenix, AZ 85034-1422
Attention: Prj. Mgr – SPR 571

3.4 Changes

The Department reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract in accordance with A.R.S. 41-2503 (8).

3.5 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of any ambiguities.

3.6 Review of Contractor's Work

Work performed by the Contractor shall be subject to periodic reviews. The Department reserves the right to make such reviews and pass upon the acceptability of Contractor's work.

3.7 Indemnification

3.7.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

3.7.2 This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3.8 INSURANCE REQUIREMENTS

3.8.1 The Contractor shall furnish certificate(s) of insurance to **ADOT Procurement, 1739 West Jackson Street, Suite A, MD 100P; Phoenix, Arizona 85007-3276**, with offer.

3.8.2 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

3.8.3 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.9.4 MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage with limits of liability not less than those stated below.

3.9.4.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

3.9.4.1.1 The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

3.9.4.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.9.4.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

3.9.4.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

3.9.4.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.9.4.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3.9.5 ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

3.9.5.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

3.9.5.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

3.9.5.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3.9.6 Notice Of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **State of Arizona, Arizona Department of Transportation, Procurement Group, 1739 W. Jackson Street, Suite A, MD 100P, Phoenix, AZ 85007-3276** and shall be sent by certified mail, return receipt requested.

3.9.7 Acceptability Of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

3.9.8 **Verification Of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

3.9.8.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3.9.8.2 All certificates required by this Contract shall be sent directly to **State of Arizona, Arizona Department of Transportation, Procurement Group, 1739 W. Jackson St., Suite A, MD 100P, Phoenix, AZ 85007-3276**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

3.9.9 **Subcontractors**

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

3.9.10 **Approval**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

3.9.11 **Exceptions**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

3.10 Cancellation for Possession of Weapons on ADOT Property

3.10.1 This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

3.10.2 Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

3.10.3 Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

3.11 Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.12 Federal Immigration and Nationality Act

3.12.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

3.12.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.13 Travel

Contractor will not be reimbursed for travel time or mileage.

3.14 Notices/Correspondence Requirements

3.14.1 All correspondence/notices for this contract shall be delivered in person or sent by mail addressed as follows:

3.14.1.1 Arizona Department of Transportation
Procurement Group
1739 W. Jackson St., Ste. A, MD100P
Phoenix, Arizona 85007-3276
Attention: Karie Ingles

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <http://www.azeps.az.gov/PoliciesDocuments/index.htm> or contact Karie Ingles at (602) 712-8505.

5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. **Responses may be faxed to: (602) 712-8647, Attention: Karie Ingles** or emailed to kingles@azdot.gov. Responses must be in writing and signed.

5.1 Required Information

5.1.1 The following shall be completed and submitted concurrent with and as part of the Offer:

Attachment 1 - Offer and Contract Award
Attachment 2 - Price Sheet
Attachment 3 - Offeror's References
Attachment 4 – State of Arizona Substitute W-9

5.1.2 Offeror shall submit the Certificate of Insurance with offer.

5.1.3 Experience and Expertise Statement

- 5.1.3.1 Contractor shall provide background information regarding Offeror, including, but not limited to the following:
- 5.1.3.2 History of Offeror to include; length of time Offeror has been in business and areas of specialty. Offeror's organizational capabilities, background qualifications and experience,
- 5.1.3.3 Identify number of employees.
- 5.1.3.4 Describe Offerors experience in providing similar services.
- 5.1.3.5 Submit an example of work product or provide a website where sample can be obtained.

5.3 Resumes of Key Personnel

Provide resumes for key personnel (who will be performing requested services) showing technical education and training, clearly show lines of authority. Include any special experience, certifications, licenses and memberships in professional associations. Include relevant experience and expertise for the last two years.

5.4 Method of Approach

A clear and concise statement outlining Offeror's overall understanding of the services required and internal methods proposed for completing projects in a timely manner. Describe how Offeror plans to accomplish the tasks and achieve the objectives and deliverables required by this solicitation.

5.5 Proposed Project Schedule / Price

- 5.5.1 Utilizing the Price Sheet, specify a "Firm Fixed Price" for completion of the project. This shall be supported by an hourly rate combined with an estimation of how many hours would be required to complete the project.
- 5.5.2 Describe how you plan to schedule the major project tasks and complete the deliverables in the time line required. Identify the individual positions by hours that will be assigned to work on this project, by task, their major duties and responsibilities within each task. Include all related pricing, including all applicable discounts.
 - 5.5.2.1 Provide a separate cost proposal identifying the following:
 - 5.5.2.1.1 Cost of personal services broken down by hourly direct salaries and estimated hours by task.
 - 5.5.2.1.2 Overhead Cost (as a percent of direct salaries).
 - 5.5.2.1.3 Other direct costs, such as travel, lodging, meals, subcontracting, computer time, report printing, applicable taxes, etc.
 - 5.5.2.1.4 Contractor's fee or profit.

5.6 Additional Relevant Data/Information

Any additional information the Offeror may determine to be useful to the Department in evaluating the offer.

5.7 **OFFER EVALUATION**

5.7.1 The Evaluation Committee will evaluate and rank the offers, based on the following:

5.7.2	Overall method of approach.	40
5.7.3	Offeror's experience and technical expertise in providing services as identified in the Scope of Work.	30
5.7.4	Experience and education of key personnel to be assigned.	15
5.7.5	Proposed cost of project, Fixed Firm Price.	<u>15</u>
Total Points:		100

5.8 **CLARIFICATIONS**

As provided by A.A.C. R2-7-C313, clarifications provide for a greater mutual understanding of the offer. Clarifications establish that the Offeror is responsible, as defined in A.R.S. 41-2535 to undertake this project. Clarifications are not negotiations and material changes can not be made to the electronic request for quote.

5.8 **NEGOTIATIONS**

As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If negotiations are conducted pursuant to R2-7-C315, the Procurement Officer shall issue a written request for final proposal revisions. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

5.9 **DECISION**

A recommendation for award will be made by the evaluation committee to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the offeror submitting the next ranked offer will be called. An award will be made to the responsible offeror whose offer is determined to be the most advantageous to the State.

ATTACHMENT 1

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T07-49-00004

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification
No.: _____

For clarification of this offer, contact:

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address/Website

City State Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.A.C. R2-7-335.

Signature of Person Authorized to Certify Status as Small Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

SPR 571 - Cost of Risk Study

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this _____ day of _____ 2007

Karie Ingles, CPPB
As Procurement Officer and not personally.

**ATTACHMENT 2
PRICE SHEET**

SOLICITATION NO. T07-49-00004

COMPLETE THIS FORM IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER:

FIRM FIXED PRICE for project \$_____ Total

Estimated number of hours to complete project _____ Hours

Hourly Rate \$_____/hour

ATTACHMENT 3
OFFEROR'S REFERENCES
SOLICITATION NO. T07-49-00004

Offeror shall provide a minimum of three (3) references for completion and inclusion with offer.

1.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
2.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
3.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____

DO NOT SEND TO IRS
Vendor MUST Print or Type Information

STATE OF ARIZONA SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM
--

DO NOT SEND TO IRS
Vendor MUST Print Or Type Information

• Taxpayer Identification Number (TIN)

• TIN Type

☐ Employer Identification Number (EIN)
☐ Social Security Number (SSN)

• State of Arizona HRIS EIN
State of Arizona Employees ONLY

• Legal Name
Must match TIN above

• Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5C)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other Non-Tax-Exempt Entity (5P)

• Minority Business Indicator Select one of the following

- ☐ Small Business (01)
☐ Small Business – African American (23)
☐ Small Business – Asian (24)
☐ Small Business – Hispanic (25)
☐ Small Business – Native American (27)
☐ Small Business – Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business - African American (29)
☐ Small, Woman Owned Business – Asian (30)
☐ Small, Woman Owned Business – Hispanic (31)
☐ Small, Woman Owned Business – Native American (33)
☐ Small, Woman Owned Business – Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business – African American (17)
☐ Woman Owned Business – Asian (18)
☐ Woman Owned Business – Hispanic (19)
☐ Woman Owned Business – Native American (21)
☐ Woman Owned Business – Other Minority (08)
☐ Minority Owned Business – African American (17)
☐ Minority Owned Business – Asian (32)
☐ Minority Owned Business – Hispanic (74)
☐ Minority Owned Business – Native American (15)
☐ Minority Owned Business – Other Minority (02)
☐ Non-Profit, IRC §501© (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

• Main Address

Where tax information and general correspondence is to be mailed

DBA\Branch\Location

Address

Address continued

City

State

Zip code

• Remit to Address

☐ Same as Main

DBA\Branch\Location

Address

Address continued

City

State

Zip code

Contact Information

Name

Phone #

EXT

Fax

Email

• Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND

3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.

Signature

Title

Current Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY Agency Authorization Print Name Date

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Commission Corporation ☐ HRIS ☐ Other ☐ Other

Vendor Number MC Processed by Date Processed

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